

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Masterword Services Inc. (“Contractor”)
for
Language Interpretation for Legal Proceedings
MA 4600 NA170000227**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Masterword Services Inc. having offices at Houston, TX 77079 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP EAD0132.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Proposal (RFP), EAD0132 including all documents incorporated by reference
- 1.1.3 Masterword Services Inc.’s Offer, dated July 10, 2017, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect starting October 1, 2017 for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$90,000 for the initial Contract term and \$30,000 for each extension option. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1 Exhibit A – Masterword Services Inc. BAFO document

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Masterword Services Inc.

CITY OF AUSTIN

Lucinda Golovine
Printed Name of Authorized Person

Erin D'Vincent
Printed Name of Authorized Person


Signature


Signature

President + CEO
Title:

Procurement Specialist IV
Title:

09/05/2017
Date:

9.5.17
Date:



August 18, 2017

**Best and Final Offer for:
City of Austin**

Solicitation NO. RFP 4600 EAD0132

INTERPRETATION SERVICES FOR LEGAL PROCEEDINGS

Attn: Erin D'Vincent
City of Austin, Texas
Purchasing Office
Municipal Building
124 W. 8th Street, Room 308
Austin, Texas 78701
(512) 974-3070
erin.dvincent@austintexas.gov

Prepared by:

MasterWord Services, Inc.
303 Stafford St.,
Houston, TX 77079
Tel: (281) 589-0810
Toll free: 1-866-716-4999
Fax: 281-589-1104
masterword@masterword.com
www.masterword.com

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**Transmittal Letter**

Attn: Erin D'Vincent
City of Austin, Texas
124 W. 8th Street, Room 308
Austin, Texas 78701

August 18, 2017

**RE: BEST AND FINAL OFFER (BAFO) SOLICITATION NO. RFP 4600 EAD00132:
INTERPRETATION SERVICES FOR LEGAL PROCEEDINGS**

Dear Ms. D'Vincent,

MasterWord Services, Inc. is honored to have been selected by the evaluation committee as one of the companies to submit a Best and Final Offer for the above referenced RFP and to be considered in a possible final award recommendation.

Enclosed please find MasterWord's Best and Final Offer (BAFO) for the services defined in the scope of work of the City of Austin's Solicitation No. RFP 4600 EAD00132 for Interpretation Services for Legal Proceedings.

Shall members of the evaluation committee have further questions regarding MasterWord's proposal, or in-person presentation, feel free to contact M. Cody Francisco, Senior Advisor: Language Access Solutions.

M. Cody Francisco, M.S., CDI
Senior Advisor, Language Access Solutions
cfrancisco@masterword.com
bids@masterword.com
Office: 281-589.0810 ext. 8957

For authorization to contractually obligate this offer and any future negotiations, please contact:

Ludmila Golovine
President, & CEO
mgolovine@masterword.com
Office: 281-589-0810
Cell: 713-823-3084

MasterWord's authorized officer's signature on this Transmittal Letter serves as authentication of our Best and Final Offer.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ludmila Golovine', written over a horizontal line.

Ludmila Golovine
President/CEO

MasterWord Services, Inc.'s Response to City of Austin

MasterWord is dedicated to supporting the City of Austin with an experienced and qualified account team capable of handling the contractual, operational, and reporting requirements of the City of Austin. Supporting the primary account team, are the individual Division Managers who have corporate level decision making experience and are qualified to support the City of Austin with answers to any questions they may have.

Should MasterWord be awarded the Prime Contract, the designated contact person for all questions pertaining to the requested services that will be in direct communication with the City will have access full-time to the City of Austin Primary Account Team Program Manager, **Jessica Sanchez**.



Jessica Sanchez, MA

Regional Advisor, Language Access Solutions- Austin/San Antonio

Phone: 281.589.0810 ext. 8957

Cell: 345.773.8028

Email: jsanchez@masterword.com

Jessica Sanchez, is the proposed **Full Time Primary Account Team Program Manager**, has been with the company since 2014. Jessica has been involved in multiple roles within the company, including Lead Project Manager at a client's site where she was coordinating the work of 6 in-house Spanish translators, In- person and Over-the-phone Interpreter, Spanish Language Instructor, Remote Interpreting Services Project Manager and Translation Services Project Manager, where **her focus was managing interpretation and translations projects for the government sector**. Coupled with her education and language industry experience, this company-wide cross training ensures her excellent abilities to manage this project.

In addition, the management team listed below will be available to answer questions directly from the City of Austin as well:

Olga Ramirez, Manager Interpretation Division

oramirez@masterword.com

281-589-0810 ext. 8932

M. Cody Francisco, Senior Advisor, Language Access Solutions

cfrancisco@masterword.com

281-589-0810 ext. 8957



July 10, 2017

**Proposal for:
City of Austin**

SOLITICATION NO. RFP 4600 EAD0132

INTERPRETATION SERVICES FOR LEGAL PROCEEDINGS

Attn: Erin D'Vincent
City of Austin, Texas
Purchasing Office
Municipal Building
124 W. 8th Street, Room 308
Austin, Texas 78701
(512) 974-3070
erin.dvincent@austintexas.gov

Prepared by:

MasterWord Services, Inc.
303 Stafford St.,
Houston, TX 77079
Tel: (281) 589-0810
Toll free: 1-866-716-4999
Fax: 281-589-1104
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Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: MasterWord Services, Inc.

Company Address: 303 Stafford Street

City, State, Zip: Houston, Texas 77079

Federal Tax ID No.

Printed Name of Officer or Authorized Representative: Ludmila Golovine

Title: President/CEO

Signature of Officer or Authorized Representative: 

Date: 07/10/2017

Email Address: bids@masterword.com

Phone Number: 281.589.0810

*** Proposal response must be submitted with this Offer sheet to be considered for award**



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 4600 EAD0132

Addendum No: 1

Date of Addendum: 6/23/2017

This addendum is to incorporate the following changes to the above referenced solicitation:

I. QUESTIONS:

1. Can companies from Outside USA can apply for this?
Answer: Yes, as long as the company is able to provide interpreters to appear in-person, on-site, for hearings.
2. Does the selected Contractor need to be available in person for meetings?
Answer: Interpreters need to be able to attend meetings in person. The City may require office staff supporting the contract to meet in-person, but most communication with office staff can occur via Skype and/or teleconference.
3. Can tasks related to RFP be performed outside USA?
Answer: Administering the contract may be handled from a location outside of the USA, however, services must be provided in-person. If the City requires an in person meeting with the selected Contractor, the Contractor must be available to meet in person.
4. Can proposals be submitted via email?
Answer: No. Please refer to the Offer Sheet, Page 1, for instructions on how to properly submit your proposal and the 0600 Proposal Instructions, Page 1, Item #1. Proposal Format.
5. Are agencies required to use court certified interpreters, or are interpreters with court experience acceptable?
Answer: Requirements for certification are typically waived for uncommon languages. (However, Spanish interpreters, if ever utilized, are required to be certified by the Texas Commission of Licensing with a Master designation.)
6. What types of court cases is support required for? For instance, any/all cases, or is there a need for a specific type of assignments (i.e. traffic court?)
Answer: The court only handles class C misdemeanors (mainly traffic) and city ordinances.
7. Are VOS forms required?
Answer: Please define "VOS". If VOS is an abbreviation for "verification of services", then, yes, these forms are required. Please refer to the Scope of Work, Item 3.12.
8. Who are the current vendors?
Answer: The current provider for these services is Bruxelles, Inc., dba Inlingua Language Services.

**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 4600 EAD0132

Addendum No: 1

Date of Addendum: 6/23/2017

9. What are the current hourly rates?

Answer: The City pays \$145.00/hour for in-person services with a 2-hour minimum charge.

10. Is the pre-proposal conference mandatory?

Answer: No, but it is highly recommended that you attend, either in-person or via teleconference as indicated on the Offer Sheet.

11. What is the minimum timeframe to notify a contractor to request services before services would have to be performed on-site?

Answer: The typical minimum is 21 days. However, we define regularly scheduled sessions to be between 72 hours and 21 days for purposes of establishing an hourly rate.

12. What is a docket? What does this term mean?

Answer: A hearing placed on a court schedule is called a "docket".

13. Can you provide background on standard cases?

Answer: Class C Misdemeanors (traffic cases like moving violations, possession of drug paraphernalia) and City Ordinance Code Violations (dangerous dog violations).

14. Can you clarify what is meant by "on-call" services? (define) Typically this means that an interpreter is made available and is paid for hours they are on stand-by. Are you looking for someone to be on "stand-by"?

Answer: Requested to be on-site and available on a certain date but for an unspecified time and until the defendant's case is heard. We do not have a regular need for 'stand-by' services. However, it is possible that a defendant may be set for a docket on a certain day but not a specific time, meaning the interpreter would need to 'stand-by' until the docket. In this instance we would need the interpreter to be available from the requested arrival time until the hearing is complete and they would be paid for the hours they are on-site.

15. Please define Emergency Services.

Answer: Less than 24 hours' notice.

16. Regarding the performance requirement. Some interpreters are not available during certain times of the year as they travel back to their home countries. If an interpreter is not available would there be a possibility of re-scheduling a docket?

Answer: Yes, it is possible. However, this would be determined by the judge assigned to the case. We have a constitutional obligation to ensure a 'speedy trial'. It is unacceptable to be unable to docket a case because interpreters are not available. If you know of certain languages that would be impacted during certain time periods, please include that information along with your plan to ensure that an interpreter would be made available

II. CLARIFICATIONS:

1. The Offer Sheet phone number for the Secondary Contact, Kim Scannell, is 512-974-2261.

**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 4600 EAD0132

Addendum No: 1


Date of Addendum: 6/23/2017

2. The Offer Sheet states "SUBMIT (1) SIGNED ORIGINAL PAPER COPY RESPONSE AND (5) ELECTRONIC COPIES ON A FLASH DRIVE". This should state "(5) ELECTRONIC COPIES ON (5) SEPARATE FLASH DRIVES".

3. The Rate Sheet should be identified as the "Section 0610 Rate Sheet" instead of "Section 0600".

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Kim Scannell, Procurement Specialist II
Purchasing Office, 512-974-2261


Date

ACKNOWLEDGED BY:


Name


Authorized Signature


Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 4600 EAD0132

Addendum No: 2

Date of Addendum: 6/29/2017

This addendum is to incorporate the following changes to the above referenced solicitation:

I. QUESTIONS:

1. Regarding point 3.5 in the SOW: Is there an average dollar amount that we could reference for what a fine would be if one of our interpreters were to not show up to a scheduled hearing?

ANSWER: At the City's discretion, if the Contractor fails to provide a qualified interpreter for a confirmed scheduled session at the time required, the City may require the Contractor to reimburse the City \$250.00 to cover costs associated with rescheduling the session and/or hiring an independent interpreter to cover the session.

2. Regarding section 4.3 in the SOW: Would we be able to provide evidence of one of our interpreters per language for the initial RFP response or would we need to provide this information for every interpreter? We typically don't provide all the information of all of our linguists up front, but we would provide this before agreeing to schedule an interpreter for the onsite hearing?

ANSWER: Evidence of 4.1, 4.2 and 4.3 must be provided prior to contract award for all anticipated interpreters. Any new/additional interpreters that may be utilized during the contract term would need to be supplied to the City prior to the City scheduling a session with that interpreter. Please include in your proposal, a list of all interpreters by language, with their degree, related training, and # of years' experience for civil and criminal courts.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

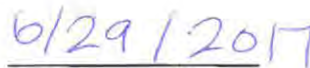

Kim Scannell, Procurement Specialist II
Purchasing Office, 512-974-2261


Date

ACKNOWLEDGED BY:


Name


Authorized Signature


Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 4600 EAD0132

Addendum No: 3

Date of Addendum: 7/5/2017

This addendum is to incorporate the following changes to the above referenced solicitation:

I. QUESTIONS:

1. Will the contract be awarded to a sole contractor or is there a possibility of it being awarded to various vendors?

ANSWER: The city plans to make a single award to one contractor.

2. Is it possible to present a proposal for some of the languages requested, or do we need to include all the languages mentioned on the Scope of Work?

ANSWER: Proposers should provide a list of all languages in which they are able to provide services. We intend to award a single contractor capable of providing interpretation services in the languages listed in the Scope of Work, #2. The awarded contractor should have the capability of sourcing additional languages as needed.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Kim Scannell, Procurement Specialist II
Purchasing Office, 512-974-2261



Date

ACKNOWLEDGED BY:



Name



Authorized Signature



Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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STANDARD PURCHASE TERMS AND CONDITIONS**

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office to erin.dvincent@austintexas.gov at least ten (10) business days prior to the solicitation due date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$250,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of thirty-six (36)-months and may be extended thereafter for up to two (2) additional twelve (12)-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

- 5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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6. DELIVERY REQUIREMENTS:

Location:

Austin Municipal Court
700 E. 7th Street
Austin, TX 78701

Hours:

M – F, 7:00 AM – 10:00 PM

Location:

Downtown Austin Community Court
719 E. 6th Street,
Austin, TX 78701

Hours:

M – F, 8:00 AM – 5:00 PM

7. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled “Invoices.” Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Weekly timesheets for each of the Contractor’s employees working during the 30-day billing period shall be attached to each invoice.

Invoices shall be mailed to the below address:

	City of Austin
Department	Municipal Court
Attn:	Accounts Payable
Address	PO Box 2135
City, State Zip Code	Austin, TX 78768-9977

- C. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror’s Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a

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SUPPLEMENTAL PURCHASE PROVISIONS**

period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%
Database Name: Bureau of Labor Statistics

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Series ID: CWUS0300SAS	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: South	
Description of Series ID: Services in South urban, urban wage earners and clerical workers, not seasonally adjusted	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All items	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Brydan McNeely, Manager Court Operations

512-974-4854

Brydan.Mcneely@austintexas.gov

**SCOPE OF WORK
FOR
INTERPRETATION SERVICES FOR LEGAL PROCEEDINGS**

1.0 PURPOSE

The City of Austin (City) seeks a Contractor to provide interpretation services for uncommon languages for legal proceedings for the Municipal Court Department. Locations include the City of Austin Municipal Court (AMC) and the Downtown Austin Community Court (DACC). The Contractor shall ensure proper and accurate interpretation of court proceedings presided in English by a qualified, licensed interpreter for the orderly presentation of testimony and other evidence in the AMC and DACC.

2.0 BACKGROUND

Upon request of the court, the City will provide a qualified contracted interpreter in the requested language to facilitate court proceedings when the court finds it necessary to communicate with a defendant and/or a witness who does not understand and speak the English language. A list of possible languages is below, but it is not all inclusive:

Arabic	Farsi	Haitian-Creole	Mandarin	Somali
Amharic	French	Hmong	Marshallese	Tigrinya
Bosnian / Croatian / Serbian	German	Ilocano	Polish	Turkish
Cantonese	Khmer	Italian	Portuguese	Tagalog
	Korean	Laotian	Russian	Vietnamese

For the purpose of this document, interpretation shall be defined as the interpretation of English to a foreign language, including dialects of foreign languages or the interpretation of a foreign language, including dialects of languages to English.

The contractor shall understand and agree that clients may include mental health patients, children and families affected by child abuse and neglect, elderly, international customers, criminal defendants, injured individuals, disabled people, witnesses, parties in non-criminal court proceedings, customers, and employees.

In the past 2 years, approximately 600 requests for services were made, resulting in assignments that lasted between 1 and 4 hours in length. The number of requests by language are provided below:

Arabic	231
Amharic	141
Vietnamese	50
Tigrigna	74
Turkish	31
Other	29
Farsi	26
Chinese	23

Municipal Court hours are 7:00 AM – 10:00 PM, Monday through Friday. Court hearings typically occur between 8:30 AM and 7:00 PM, Monday through Friday.

Downtown Austin Community Court hours are 8:00 AM – 5:00 PM, Monday through Friday.

3.0 CONTRACTOR PERFORMANCE REQUIREMENTS

- 3.1 The Contractor shall perform in-person interpreter services at the AMC and DACC. The City determines whether interpreter services will be required in any instance.
- 3.2 Interpreters will be sworn under the same rules and penalties that are required for witnesses. The interpreter may use written notes, translating equipment or materials, or a combination of those methods to interpret the proceedings of the court. The interpreter shall maintain a professional demeanor at all times while providing these services and shall not expand on the content of the communication being interpreted, and shall refrain from any behavior that implies the giving of advice.
- 3.3 The Contractor shall recognize all dialects of the requested language and be able to translate the meaning accurately. Contractor interpreters shall be able to converse fluently in the foreign language with knowledge of proper grammar and pertinent slang.
- 3.4 Any requests emailed to the Contractor shall be confirmed to the City via email within 24 hours of the request.
- 3.5 If the Contractor fails to provide a qualified interpreter for a confirmed scheduled session at the time required, the Contractor shall reimburse the City for any costs associated with rescheduling the session in excess of the rate under this contract.
- 3.6 The Contractor shall report to the AMC or DACC in sufficient time to begin interpretation services at the scheduled time. The Contractor will be paid for one (1) hour of work or for the actual hours worked by the interpreter, whichever is greater.
- 3.7 Contractor shall have and provide a Quality Control/Assurance plan that ensures the best language interpretation services are being provided.
- 3.8 Contractor and those interpreters whose services are provided under this contract shall agree to keep confidential, as required by law and HIPPA privacy compliance rules and government mandates, as well as any information pertaining to legal or criminal matters.
- 3.9 Contractor shall provide a process/procedure used to maintain confidentiality. If the conversation is recorded, provide process/procedure for destruction of recordings.
- 3.10 The Contractor shall maintain valid credentials for all interpreters used in conjunction with this contract and shall be able to provide documentation upon request by the City any time during the contract.
- 3.11 Timesheets shall be signed by the employee and his/her supervisor and indicate whether the work was performed for Municipal Court, or DACC and the date, time, and hour(s) worked.
- 3.12 A Certificate of Interpretation (Interpretation Authorization Forms) shall be signed by a member of the court (Judge, Prosecutor, Clerk, etc.) for which the interpreting occurred before the interpreter leaves.
- 3.13 Miscellaneous Interpretation/Translation: This includes interpreting services at a City of Austin meeting and translation of City of Austin documents, and materials. The City determines whether interpreter services will be required in any instance.

4.0 MINIMUM QUALIFICATIONS

- 4.1 Interpreters shall have a four-year degree in the requested language, or may substitute a four-year degree in a related field with related training.
- 4.2 The Contractor shall have at least (1) one year of experience as an interpreter for civil and/or criminal courts; emphasis will be placed on experience with Municipal Courts in the State of

Texas.

- 4.3 Contractor shall be required to submit a photocopy of all employees' certification card(s) and/or evidence of other qualifications prior to contract award.

5.0 PROPOSAL REQUIREMENTS

- 5.1 Proposers shall clearly define the number of hours required to schedule a session to be considered "pre-scheduled" for billing purposes. Requests for services that do not meet the required minimum number of hours to be considered "pre-scheduled" will be considered "emergency" or "rush" requests. The rate for "pre-scheduled" and "emergency"/"rush" requests shall be indicated on the 0610 Rate Sheet.
- 5.2 Proposers shall clearly define what is considered "regular daytime hours" and "after hours" for billing purposes. Rates for "regular daytime hours" and "after hours" shall be entered on the 0610 Rate Sheet. For reference, operating hours for Municipal Court hours are 7:00 AM – 10:00PM, Monday through Friday. Court hearings typically occur between 8:30 AM and 7:00 PM, Monday through Friday.
- 5.3 Proposers shall clearly define when a cancellation fee would apply. The fee for cancellation shall be indicated on the 0610 Rate Sheet.

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PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 4600 EAD0132**

1. PROPOSAL FORMAT:

Submit one (1) signed original paper response and five (5) electronic copies of the original proposal in PDF version on five (5) separate flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Section I

Tab 1 – City of Austin Purchasing Office Documents - Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0800 Non-Discrimination and Non-Retaliation Certification
- D. Section 0835 Non-Resident Bidder Provisions Form

Tab 2 – Authorized Negotiator: Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

Tab 3 – References: Provide a list of three (3) references. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. References shall include the following:

- Company
- Number of employees
- Year contract was awarded and length of contract
- Agency contract manager
- Title
- Direct telephone number
- Email address

Tab 4 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to pricing, claims administration, and customer service. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

Tab 5 – Personnel, Qualifications/Certifications, and Experience: Provide a general explanation and organization chart which interface the interpreters with City personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Identify all key persons and their title, including the account manager, who will be assigned to the City of Austin and include the following:

- A. The number of clients they are responsible for
- B. Percentage of time they will be allocated to the City of Austin
- C. Office location

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SOLICITATION NUMBER: RFP 4600 EAD0132**

- D. Resumes
- E. Indicate professional licensure or membership

Tab 6 – Compliance to Requirements/Proposed Solution: Define in detail your understanding of the requirements presented in Section 3.0, Section 4.0 and Section 5.0 in the Scope of Work and your solution to meet or exceed these requirements. Please include your Quality Control/Assurance plan and your process/procedure to maintain confidentiality (0500 Scope of Work, 3.7 and 3.9). Provide all details necessary to evaluate your proposal.

Section II

Price Proposal - Complete and submit Section 0610 Rate Sheet. Sections I and II shall be completed. If pricing for these services are not submitted on Section 0610 Rate Sheet, then the Offeror may be deemed nonresponsive.

Section III

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

Proprietary Information: All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

Compliance: The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 4600 EAD0132**

Section IV

EVALUATION FACTORS AND AWARD:

A. Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors: All Proposals will be evaluated based on the following criteria and rankings.
Maximum 100 points.

- 1. Personnel, Qualifications/Certifications, and Experience** – reference Section I, Tab 3 and Tab 5 **(25 points)**
- 2. Compliance to Requirements/Proposed Solution:** Responsiveness to RFP requirements and/or proposed solution to requirements – Reference Section I, Tab 6 **(25 points)**
- 3. Price Proposal:** Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis – Reference Section II **(40 points)**
- 4. Local Business Presence: (Maximum 10 points)**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Presentations, Demonstrations Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	MasterWord Services, Inc.	
Physical Address	303 Stafford Street, Houston, TX 77079	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<u>No</u>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<u>No</u>
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<u>Yes</u>	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.


Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10th day of July, 2017

CONTRACTOR	<u>MasterWord Services, Inc.</u>
Authorized Signature	<u></u>
Title	<u>Ludmila Golovine, President/CEO</u>

Section 0835: Non-Resident Bidder Provisions

Company Name MasterWord Services, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



Tab 2—Authorized Negotiator

Shall members of the evaluation committee have further questions regarding MasterWord's proposal, or in-person presentation, feel free to contact M. Cody Francisco, Senior Advisor: Language Access Solutions.

M. Cody Francisco, M.S., CDI

Senior Advisor, Language Access Solutions

303 Stafford Street

Houston, Texas 77079

cfrancisco@masterword.com

bids@masterword.com

Office: 281-589.0810 ext. 8957

Fax: 281-589-1104

For authorization to contractually obligate this offer and any future negotiations, please contact:

Ludmila Golovine

President, & CEO

303 Stafford Street

Houston, Texas 77079

mgolovine@masterword.com

Office: 281-589-0810

Cell: 713-823-3084

Fax: 281-589-1104

Tab 3—References

Reference 1

Company Name	Texas Department of Insurance
Number of employees	1,373
Year contract was awarded and length of contract	2001 – Current; 3 year renewals
Agency Contract Manager	Tiffany Duarte
Title	Director of Dispute Processing
Phone	512.804.4055
Email:	tiffany.duarte@tdi.texas.gov

Reference 2

Company Name	Texas Department of Criminal Justice
Number of employees	39,642
Year contract was awarded and length of contract	2003 – Current; Blanket Purchase Orders
Agency Contract Manager	Fatima Carleton
Title	Administrative Assistant
Phone	210.564.3710
Email:	fatima.carleton@tdcj.state.tx.us

Reference 3

Company Name	City of Houston- Municipal Courts
Number of employees	22,696
Year contract was awarded and length of contract	2001 – Current; 3 year contracts
Agency Contract Manager	Terence O'Neill
Title	Director, Office of International Communities
Phone	832.393.0855
Email:	Terence.Oneill@houstontx.gov

Tab 4—Executive Summary

MasterWord Services, Inc. is a woman owned business founded in Houston, Texas in 1993 and has been providing language access solutions to community, government, legal, and healthcare organizations for more than 24 years through interpretation, translation, and training and assessments. We work with over 300 clients on 4 different continents. Currently we are providing language services in over 300 languages including American Sign Language.

MasterWord's strength lies in discovering unique language access challenges and tailoring solutions to provide seamless experiences for clients and their constituents with limited English proficiency. Up to date and on the front lines of all emerging federal, state, and local regulations surrounding language access, our clients look to us to inform compliant language access program implementation that considers cost, quality, and efficiency.

Committed to advancing the profession on the state and on the national level, MasterWord is actively leading various Interpreter and Translator professional organizations and are organizational members in others such as:

- National Council on Interpreting in Health Care
- Houston Interpreters and Translators Association
- Metroplex Interpreter and Translator Association
- International Medical Interpreters Association
- **The National Association of Judiciary Interpreters and Translators**
- Texas Association of Healthcare Interpreters and Translators
- **Texas Association of Judiciary Interpreters and Translators**
- Texas Society of Interpreters for the Deaf
- American Translators Association (Member number 213630)
- Registry of Interpreters for the Deaf

In addition, MasterWord is also:

- Certified in conformance with **ISO 9001:2008**, and **ISO 13611:2014 Standards for Quality Management Systems and Guidelines for Community Interpreting** which ensure our commitment to continuous monitoring and improvement of our processes and systems
- **WBEA / WBENC certified** by Women's Business Enterprise National Council
- Actively involved in the Texas Health and Human Services Commission (HHSC's) HUB Mentor Protégé Program as a mentor for developing HUB companies having graduated from the HUB program in 2013 ourselves.

We are honored to have been named:

- as a "Top 10 Largest Language Services Provider in North America"
- as a "Top 50 Largest Language Services Provider Worldwide" by Common Sense Advisory
- as a "Top 100 Women Owned Businesses in Texas"
- as a "Top 500 Women Owned Business in the United States"
- by "Texas Business Hall of Fame"
- as a "Future 500" company
- Cougar 100 Fastest Growing Company (2014 inaugural award, 2015)

MasterWord is uniquely qualified to be City of Austin's Legal Interpreting Services provider because of our ability to provide qualified professionals who perform under the most strenuous of situations. This exhibited by MasterWord's extensive experience in providing language services to:

- Judicial entities across the United States
- United States Federal Courts
- Harris County Courts
- Harris County District Attorney's Office
- Harris County Family & Juvenile Courts
- Texas Department of Criminal Justice
- Harris County Sheriff's Department
- City of Houston Municipal Courts
- City of Pearland
- City of Pasadena
- Fort Bend County Courts
- Galveston County
- Office of the Attorney General
- Brazoria County Courts
- Travis County Courts
- Texas Department of Insurance Division of Workman's Comp

Listed below is a non-inclusive sample of the services performed by MasterWord Services for our clients:

Texas Department of Criminal Justice (2003 – present, Prime Contractor). MasterWord provides interpreters to Texas Department of Criminal Justice for all requested languages to facilitate communication between parties during the parole revocation hearing process. Interpreters are provided on an as-needed basis throughout the entire State of Texas. Interpreters are required to adhere to the utmost confidentiality as well as maintain in-depth knowledge of the parole revocation hearing process. MasterWord has successfully completed over **4,230 interpretation requests** for Texas Department of Criminal Justice.

City of Houston (2001 – present, Prime Contractor). Awarded prime contractor for the City's iSpeak initiative, MasterWord provides centralized program management, interpretation and translation services for 17 City of Houston Departments including Municipal Courts supporting ten official, and numerous other languages including Spanish. For the Municipal Courts Department, Licensed Court Certified interpreters perform services at public hearings, proceedings and other meetings related to the above matters.

Harris County Courts (2001 – present, Prime Contractor). MasterWord provides interpreters for over 90 language combinations as required to work during court proceedings in the Harris County Criminal, Civil and Probate Courts. Since 2001 MasterWord has successfully filled over **16,500 requests** for interpreters placed by Harris County Courts.

Texas Department of Family and Protective Services (TDFPS) (2001 – present, Prime Contractor). Interpretation and translation services in 87 different languages including all of the languages listed in the City of Austin's Solicitation, are provided to Texas Department of Family and Protective Services on an as needed basis across the State of Texas, and are required at, but not limited to, the following settings: client's residence, physician's office, court hearings, schools and the Texas Department of Family and Protective Services offices. Since 2001 MasterWord has successfully filled over **108,100** interpretation requests. MasterWord has also been conducting cultural competency workshops and cross-cultural sensitivity training for TDFPS employees developed by MasterWord specifically for TDFPS agency.

Harris County Public Health and Environmental Services (2010 – present, Prime Contractor). MasterWord provides interpretation services for HCPHES into various languages related to on site healthcare and community services for refugees. Interpretation services are provided on an ongoing basis for staff, consumers and their families regardless of their condition or status in the community. MasterWord interpreters are trained to handle even the most difficult situations in which patients' emotional state may impede their ability to communicate even in their mother tongue.

Mental Health and Mental Retardation Authority of Denton County (2012 – present, Prime Contractor). MasterWord provides agency wide interpretation services for MHMRA of Denton County into various languages as part of a multidisciplinary team. MasterWord's interpreters work in collaboration with consumers, families and treatment staff as needed. MasterWord provides interpretation to clients following the evaluation of needs established by the client's treatment plan. The services specified are provided when and to the extent deemed necessary according to the determination of the client's interdisciplinary team. MasterWord provides quality interpretation during clinical care, while upholding the rights, dignity and privacy of the individuals. Since 2012 MasterWord has successfully completed over **3,800** requests for other language combinations for MHMRA of Denton County.

Texas Department of Insurance (2001 – present, Prime Contractor). MasterWord provides interpreters and performs translation on a system wide basis within multiple languages across the State of Texas. MasterWord has provided interpreters for over 44 language combinations. Since 2001, MasterWord has successfully filled over **18,700** interpretation requests. MasterWord has also provided Continuing Education Program courses to Licensed Court Interpreters in the State of Texas in order for them to renew their license each year. Courses covered but were not limited to Interpreter Ethics; Government Code, Chapter 57, Court Interpreters; Title 16, Texas Administrative Code, Chapter 80, Licensing Court Interpreters; Practice topics such as etiquette, modes, vocabulary, technology, transcription, translation, grammar and spelling, and voice training; business practices.

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MasterWord Services Leadership Team

Mila Golovine

**President
& CEO**



Cheryl Gardner,
PHR, SHRM-PC

**Human
Resources**



Thuy Vu

**Accounting
& Finance**



Olga Ramirez

**Interpreting
Services**



Olga Daggs

**Translation
Services**



Mirna Bonales

**Remote
Interpreting Services**



M. Cody
Francisco

**Senior Advisor,
Language Access
Solutions**



125 full time employees and
13,500+ independent language professionals
segmented by language and industry specialty working in over 300 languages

The key personnel assigned to City of Austin account are listed below along with their background, education, licenses, and experience.



Ludmila Golovine

President/CEO

Phone: 281.589.0810

Email: mgolovine@masterword.com

A graduate of the first entrepreneurship class of the Wolff Center for Entrepreneurship at the Bauer College of Business at the University of Houston, Ludmila (Mila) Rusakova Golovine 20 years later runs the business that she presented in her class business plan. MasterWord Services has grown into a multi-million-dollar company which has been certified to the prestigious ISO 9001:2008 and ISO 13611:2014 standards and has been recognized as a Top 100 Woman-owned business in Texas and a Top 500 Woman-owned business in the United States (DiversityBusiness.com) as well as ranking as one of the “11 Largest Language Services Providers in North America” and one of the “50 Largest Language Services Providers Worldwide” (Common Sense Advisory).

Golovine is recognized nationally and internationally for her innovative management processes and industry-leading client solutions. She has groomed MasterWord Services' scope and capabilities for two decades as a professional translator, interpreter, and business leader. Mila understands the complexities of the global marketplace and gives her teams the tools to hone razor-sharp plans of action that generate successful results. She excels at providing clients innovative solutions based on creative thinking, strategic planning, and the latest in technology.

Originally from Russia, Mila is an alumna of the University of Houston and the Wolff Center for Entrepreneurship at the Bauer College of Business. After completing a BBA with a double major in Finance and Marketing at the Bauer College of Business, Mila completed the Masters coursework in Entrepreneurship at the Wolff Center for Entrepreneurship at the Bauer College of Business and was instrumental in supporting the original Entrepreneurship Center by being among the first group of official “stakeholder.” Golovine continues to actively participate with her alma mater. She speaks Russian, French and English and enjoys mentoring students. Golovine was recognized with the Outstanding Young Alumni of the University of Houston Award and then 20 years later honored to be featured as a most prominent alumna in the Bloomberg BusinessWeek profile of The University of Houston Bauer College of Business.

**Cheryl Gardner, PHR, SHRM-CP****Director of Human Resource**

Phone: 281.589.0810 ext. 8909

Email: cgardner@masterword.com

Cheryl Gardner is a dedicated Human Resource professional with more than 20 years of diverse Human Resource Management expertise. She is a human capital and organizational development partner who specializes in using her knowledge to reduce employer liability, increase productivity, and promote organizational growth.

Prior to joining MasterWord in January 2015, she successfully partnered with hundreds of small to medium size businesses and start-up companies to achieve growth success through organizational development practices. In addition, she has coached thousands of individuals on performance management strategies and employee relations management techniques. Along with the knowledge and experience of being an entrepreneur herself, Cheryl brings a broad base of industry experience which gives her exceptional business acumen.

Cheryl graduated cum laude from Sam Houston State University and was a member of the Golden Key Honor Society, Alpha Phi Sigma, and Lambda Alpha Epsilon. While obtaining her undergraduate degree, she was on the Dean's List, President's List and won a Scholastic Achievement Award from SHSU. In January 2015, she obtained her SHRM-CP certification from Society for Human Resource Management. She holds a PHR certification from HRCI, is a DDI Certified Facilitator through Development Dimensions International, a Demartini Values Facilitator through the Demartini Institute, and has obtained a mediation certificate.

Cheryl attended Rice University and completed a professional development program in Human Resource Management. She was honored to speak at Rice University, July 2014, and at the SCD Administrative Conference, September 2013.

**M. Cody Francisco, CDI****Senior Advisor, Language Access Solutions**

Phone: 281.589.0810 ext. 8957

Email: cfrancisco@masterword.com

M. Cody Francisco holds the position as MasterWord's Senior Advisor for Language Access Solutions and is a Certified Deaf Interpreter (RID Certification #49098) in the Houston, Texas area. He attended Oklahoma State University for his Bachelor's in Human Resource: Organizational Development. He also attended Rochester Institute of Technology and obtained his Bachelors of Social Work and Master's in Multidisciplinary Studies with a focus in Deaf Studies and Counseling.

Prior to joining MasterWord, he held the position of Director for Interpreting Services for a large Video Relay Service provider and was the Interim Administrator for the State of Oklahoma's Quality Assurance Screening Test for Interpreters for two years. Cody carries over 15 years of experience in the industry as well as being an adjunct professor for Interpreter Training Programs in the Houston area. He has provided numerous of educational training for legal advocacy and solutions for effective communication. Cody has been designated to the City of Austin to address any questions regarding to Interpreting services.

**Olga Ramirez****Manager, Interpreting Services**

Phone: 281.589.0810 Ext. 8932

Email: oramirez@masterword.com

Olga Ramirez is the Manager of MasterWord's Interpreting Division. Working with MasterWord since 2007, Olga's strong project management and customer service skills coupled with her unique background in both international recruitment and project management have led to her innovative approach to client solutions. She has rotated through every position in the interpreting department and is the manager of the largest department in the company where she manages a team of project coordinators as well as hundreds of independent contractors across the world. Olga is a vital liaison between our linguists and clients and strives to constantly meet or exceed their expectations.

Proficient in the Microsoft suite of products as well as our MWS proprietary database management systems, Olga has successfully handled RFP and contract negotiations between MasterWord and diverse clients, such as State Department of Family and Protective Services, Healthcare Providers, several Independent School Districts and many more.

MasterWord is dedicated to supporting the City of Austin with an experienced and qualified account team capable of handling the contractual, operational, and reporting requirements of the City of Austin. Supporting the primary account team, are the individual Division Managers who have corporate level decision making experience and are qualified to support the City of Austin with answers to any questions they may have.

Should MasterWord be awarded the Prime Contract, the designated contact person for all questions pertaining to the requested services that will be in direct communication with the City will be the City of Austin Account Team Program Manager, **Jessica Sanchez**.



Jessica Sanchez, MA

Regional Advisor, Language Access Solutions- Austin/San Antonio

Phone: 281.589.0810 ext. 8957

Cell: 345.773.8028

Email: jsanchez@masterword.com

Jessica Sanchez, the proposed **Primary Account Team Program Manager**, has been with the company since 2014. Jessica has been involved in multiple roles within the company, including Lead Project Manager at a client's site where she was coordinating the work of 6 in-house Spanish translators, In- person and Over-the-phone Interpreter, Spanish Language Instructor, Remote Interpreting Services Project Manager and Translation Services Project Manager, where **her focus was managing interpretation and translations projects for the government sector**. Coupled with her education and language industry experience, this company-wide cross training ensures her excellent abilities to manage this project.

Professional Experience:

MasterWord Services

2016- Current

Regional Advisor, Language Access Solutions- Austin/San Antonio

- Manage approximately 15 accounts to provide interpreting solutions
- Manage multiple accounts to provide translation and editing solutions
- Oversee projects from quoting project to project completion.

MasterWord Services

2014 – 2016

Bi-lingual Project Coordinator (Oil and Gas), Houston, TX

- Project Coordinator of onsite translation department, managed a team of six technical translators.
- Supervised translation, editing and proofreading of all project-related documents, including AutoCAD drawings.
- Performed translation, editing and proofreading of documents in order to accommodate tight deadlines.
- Oversaw and collaborated with technical translators, industry specialists and Client in order to create and maintain a project specific Glossary, Term Base, Translation Memory as well as a variety of templates.
- Worked closely with other team members such as business development, production, DTP, QC/QA, accounting, etc.

Language Services 2009-2015
Freelance Translator, Interpreter, Writer and Editor

- Worked one-on-one to provide customized services to clients seeking translation, interpretation, writing and editing services in business, medical and academic fields.
- Coordinated and managed assignments to ensure accuracy, confidentiality and quality throughout project completion.

University of Texas at Austin 2009 – 2012
Spanish Instructor, Austin, TX

- Taught multi-level Spanish grammar and culture courses for undergraduate and graduate students.
- Presented complex information in traditional and technology-enhanced environments.
- Developed daily lesson plans and designed activities to incorporate grammar and cultural elements of Spanish speaking cultures in an effective manner.

Education:

Master of Arts in Spanish, Bachelor of Arts in Spanish
University of Texas at Austin

Languages:

English
Spanish
Italian

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Additionally, the management team members found below are available to answer questions directly from the City of Austin as well.

Mila Golovine, President
mgolovine@masterword.com
281-589-0810

Cheryl Gardner, Director, Human Resources
cgardner@masterword.com
281-589-0810 ext. 8909

Olga Ramirez, Manager Interpretation Division
oramirez@masterword.com
281-589-0810 ext. 8932

M. Cody Francisco, Senior Advisor, Language Access Solutions
cfrancisco@masterword.com
281-589-0810 ext. 8957

Olga Daggs, Manager Translation Division
odaggs@masterword.com
281-589-0810 ext. 8912

Gabriela Siebach, Assistant Manager Training and Assessments
gsiebach@masterword.com
281-589-0810 ext. 8952

Thuy Vu, Comptroller
tvu@masterword.com
281-589-0810 ext. 8941

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Tab 6—Compliance to Requirements/Proposed Solution

MasterWord has at its core a thorough understanding the City of Austin’s goals of providing linguistically and culturally accurate and effective language access to their constituents through interpretation services for legal proceedings.

MasterWord confirms our ability and capacity to source and provide highly qualified and competent professional certified interpreters fully capable of providing the services required under the Scope of Work listed in the City of Austin’s Solicitation RFP 4600 EAD0132.

It is our understanding that the City of Austin requires the support of qualified language professionals throughout its jurisdiction for court proceedings and other user departments on an as needed basis, with 24/7 availability. As the primary provider of language access services for the City of Houston, MasterWord has a strong understanding of city and county- wide language access implementation programs and understands the regulatory compliance and project management aspects that are to be considered. It is MasterWord’s experience that while each City department can implement their own language access plan, a central point of scheduling, tracking, delivering, and reporting provides the most economical, efficient, and quality driven method of managing a project of this size and scope. Having performed centralized program management for projects of similar or greater size and scope, MasterWord’s strength is in tailoring solutions to meet each client’s unique needs. The remaining “implementation section” of this proposal outlines our Centralized Program Management Approach.

MasterWord will meet the City’s need for interpreting services for legal proceedings through expertise and delivery of our service offerings:

MasterWord Services Solutions

Our global network of **professional** and **certified** interpreters provides the most culturally, linguistically accurate and compliant interpreting services encompassing various industries and subjects. We provide consecutive and simultaneous interpreting in over 300 languages including American Sign Language for government and state agencies across Texas.

Legal Interpreting

Demands of the courtroom and case hearings are complex – a legal interpreter must perform a variety of tasks in order to achieve cross-linguistic and cross-cultural understanding. Linguistic and cultural intricacies can affect the outcome of serious legal or quasi-legal proceedings. Interpreters not only need to be fluent in the subject matter, legal, and medical terminology, but closely familiar with strict courtroom guidelines and protocol. You can avoid the disastrous consequences of a breakdown in communication by turning to MasterWord’s trained and licensed legal interpreters. Though court licensure is not available through the JBCC licensing body for every language, MasterWord provides licensed interpreters for languages where licensure is available, and qualified interpreters where no licensure yet exists with approval from City of Austin personnel.

Community Interpreting

MasterWord's professional community interpreters have experience working within the health and human services and quasi-legal sector. They receive continual training in specialized terminology and professional standards of conduct. Our interpreters have the experience and awareness to ensure quality communication, regardless of the language barriers you may face.

American Sign Language Interpreting

MasterWord Services is the only company that City of Austin will need in order to facilitate communication with hard-of-hearing, deaf, and deaf-blind patients, community members, or constituents. All of our ASL interpreters are certified by either Texas Board for Evaluators of Interpreters (BEI) or the national Registry of Interpreters for the Deaf (RID).

Health Care Interpreting

Occasionally, interpreters working in the legal setting encounter terminology and subject matter that overlaps the healthcare industry. Our interpreters are dedicated to achieving successful performance in these increasingly demanding situations. These highly qualified interpreters are not only trained and assessed in health care terminology and interpreter standards of practice, but they have expertise where the lines of legal interpreting and healthcare interpreting blur.

Other Services Offered

MasterWord offers a full suite of language access solutions including **document translation** (for court documentation and case files, election ballots, and other county vital information), **remote interpreting services** (Over-The-Phone and Video Remote Interpretation), and **training and assessments**. These services can be fully outlined upon request and have been implemented in other centralized program management projects.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-228534

Date Filed:
06/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MasterWord Services, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin Purchasing Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

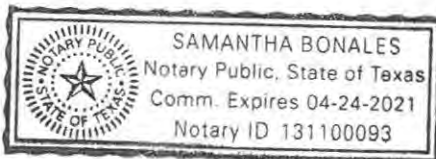
RFP 4600 EAD0132
Interpretation Services for Legal Proceedings

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Golovine, Ludmila	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Ludmila Golovine, this the 26th day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Samantha Bonales

Printed name of officer administering oath

Business Specialist

Title of officer administering oath

Proof of Insurance

In addition to the standard insurance requirements, MasterWord Services, Inc. carries the maximum Professional Liability Insurance in the aggregate sum of \$5,000,000. This insurance is commonly known as “Errors and Omissions”. MasterWord Services, Inc. carries this insurance as an additional layer of security for all of our clients.

MasterWord is happy to add City of Austin as additional insured, if required.

Our insurance agency is:

Kurtin Ins & Financial Service
2586 Fondren Road
Houston, TX 77063
P: 713.978.7811
F: 888.958.5033
E: westos@nationwide.com

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CERTIFICATE OF REGISTRATION

Certificate Number

7399

This Certificate has been awarded to:

Masterword Services, Inc.

**303 Stafford, Suite 204,
Houston, Texas 77079**

Date First Registered

16 May 2012

*In Recognition of the Organization's Management
System which complies with:*

Date Certificate Issued

01 April 2015

ISO 9001:2008

Date Certificate Expires

08 May 2018

For the Scope of Activities described below:

**Translation, Interpretation
and other Language Support Services.**

This Certificate has been awarded by

WORLD CERTIFICATION SERVICES LTD.

*World Certification Services Ltd.
Station Court, Ormskirk Road
Aintree, Liverpool, L9 5AA
United Kingdom*

Issued By:

*Revision Date:
Revision 0*

01 April 2015



*The use of the accreditation mark indicates accreditation in respect of those activities covered by UKAS accreditation
certificate number 60 and / or ANAB accreditation certificate number WCS - 99024139*



CERTIFICATE OF COMPLIANCE

Certificate Number

I 7399

This Certificate has been awarded to:

Masterword Services, Inc.

**303 Stafford, Suite 204,
Houston, Texas 77079**

Date First Registered

01 September 2015

*In Recognition of the Organization's Management
System which complies with:*

Date Certificate Issued

02 September 2015

ISO 13611:2014

Date Certificate Expires

08 May 2018

For the Scope of Activities described below:

Community Interpreting

This Certificate has been Issued by

WCS Quality Registrars, LLC.

*WCS Quality Registrars, LLC
PO Box 904637
Houston, Texas 77077, USA*

Issued By:

*Issue Date:
Revision 1*

29 October 2015



hereby grants

National Women's Business Enterprise Certification

to

MasterWord Services, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: 9/24/2007

Expiration Date: 09/30/2017

WBENC National Certification Number: 2005109053

Authorized by April Day, President
Women's Business Enterprise Alliance



NAICS Codes: 541930

UNSPSC Codes: 82110000, 82112000, 82111804

